

# **MEMORANDUM OF UNDERSTANDING**

by and between

**MARYLAND STATE HIGHWAY  
ADMINISTRATION**

and

**Town of Garrett Park  
Garrett Park, Maryland**

**RECEIVED**  
NOV 05 2013

CLERK - TREASURER

**MEMORANDUM OF UNDERSTANDING  
FOR  
SAFE ROUTES TO SCHOOL  
Town of Garrett Park Project**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** executed in duplicate, effective this 15<sup>th</sup> day, in the month of October of the year 2013, by and between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called the "SHA", and the Town of Garrett Park, located in Garrett Park, Maryland, hereinafter called the "PROJECT SPONSOR".

**WHEREAS**, certain funds have been set aside in the Safe Routes to School Program, under the Federal Highway Administration (FHWA), for the purpose of providing funding to help communities make it safer for students to walk and bike to school and encourage them to do so, hereinafter called "SRTS FUNDING"; and

**WHEREAS**, the SHA, according to SAFETEA-LU, is authorized to distribute SRTS FUNDING to agencies or organizations within the state of Maryland, hereinafter called the "AWARD", provided the PROJECT is constructed on property owned by and/or on permanent easements held by the PROJECT SPONSOR; SRTS FUNDING is used to reimburse a PROJECT SPONSOR for expenses they have paid relating to the PROJECT; and

**WHEREAS**, the SHA has authorized a disbursement of SRTS FUNDING to the PROJECT SPONSOR up to the maximum amount of the award of \$561,286, to be used for approved activities, hereinafter called the "PROJECT" as further specified in Exhibit "A"; and

**WHEREAS**, the SHA and the PROJECT SPONSOR hereby agree that the PROJECT will be a benefit to all parties of this MOU and would promote the safety, health and general welfare of the citizens of the State.

**I. PROJECT DESCRIPTION**

The PROJECT shall include approved construction improvements and activities, as further specified in Exhibit A, in the Town of Garrett Park, Maryland.

**II. THE PROJECT SPONSOR SHALL:**

- A. Procure all services and materials for which SRTS FUNDING is being used to reimburse the PROJECT SPONSOR in accordance with State and/or Federal procurement laws and regulations, which include but are not limited to:
  1. Prepare an Invitation for Bids package, to be publicly advertised for the selection of a contractor, in accordance with all the applicable laws, and regulations of the SHA and FHA. This package shall include, but not limited to:
    - a. Preparation and submittal to the SHA for technical review and approval, all construction plans, specifications and cost estimates. The

SPONSOR shall establish a schedule for the proposed design activities including review submittal dates. At a minimum, a Preliminary and Final Review will be required.

- b. Preparation and submittal to the SHA for review and approval, construction bidding documents for the selection of a contractor. The documents shall be publicly advertised in conformance with all applicable State and Federal laws and regulations.
    - c. Provide the SHA certification that all appropriate laws and regulations regarding selection of the contractor have been followed.
  2. Advertise for construction bids, once the SHA issues a Written Concurrence in Award. Any advertisement for construction conducted prior to receiving written approval, shall make the project ineligible for reimbursement.
  3. Publicly open bids received, (in front of a witness), prepare a list of responses as they are opened.
  4. Evaluate the bids to determine which bidder will receive the award. The award shall be made to the lowest responsive and responsible bidder. Submit to the SHA documentation of all bidders, bid costs and a recommendation of award. Award of the contract cannot be given to a prospective bidder until the SHA has concurred with the recommendation and issues a Written Notice to Proceed.
- B. Coordinate and conduct any required public hearings or requests for public input.
- C. Provide design specifications and estimates to the SHA for review and comment.
- D. Construct the project using SRTS FUNDING, in accordance with applicable design standards including but not limited to:
1. National Environmental Policy Act - Prior to the commencement of PROJECT work, prepare and submit to the SHA environmental studies and environmental documentation required for the PROJECT under applicable state and/or federal law including, but not limited to, those required to obtain National Environmental Policy Act (NEPA) approval.
  2. Americans with Disabilities Act – Construct the PROJECT to be accessible to individuals with physical disabilities in accordance with federal and state requirements; the PROJECT design shall not include features that would make it more difficult for people with disabilities.
  3. Environmental Permits - Prior to the commencement of PROJECT work, apply for and obtain all permits required by federal, state or local authorities, including but not limited to, Erosion and Sediment Control, Stormwater Management, Critical Areas, and Wetlands.
  4. Construction Permits - Prior to the commencement of PROJECT work, coordinate with and resolve any conflicts with all utility companies within the PROJECT limits; purchase or obtain permanent easements to all properties

within the PROJECT limits; and coordinate with any state or local agencies for the required traffic control plan approvals.

5. Liability Insurance - Provide the SHA with evidence of adequate liability insurance to cover third party claims arising from the construction phase of the PROJECT, protecting both the PROJECT SPONSOR and the SHA. SHA is to be an additional name insured on all policies.

- E. Invoice the SHA on a quarterly basis (after activities have begun) for actual costs incurred and paid by the PROJECT SPONSOR in accomplishing the PROJECT further specified in Exhibit A, up to the maximum AWARD amount of \$561,286. Each invoice shall be accompanied by sufficient documentation, in the sole discretion of the SHA, to evidence actual costs incurred. The final invoice for reimbursement shall include a certification signed by the project sponsor indicating that the project was completed in reasonable conformance to the advertised plans and specifications and that all advertised activities have been accomplished.

- F. SHA will not be responsible for any maintenance and upkeep for the project after completion.

### **III. THE SHA SHALL:**

- A. Provide timely review and comment of the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR.
- B. Following receipt of the required PROJECT documents from the PROJECT SPONSOR, provide PROJECT certification of acceptance in accordance with United States Code, Title 23 federal requirements.
- C. Provide oversight inspection and review of the PROJECT to assure all obligations are being met.
- D. Coordinate monetary reimbursements to the PROJECT SPONSOR associated with the terms of this MOU.
- E. Reimburse the PROJECT SPONSOR within thirty (30) days following the receipt by the SHA of each PROJECT invoice. Invoices will not be reimbursed unless, and until, all three of the following circumstances are met:
  1. Request for reimbursement contains all necessary information for processing, including documentation that all itemized expenses have been paid; and
  2. No charges are disputed by the SHA; and
  3. The invoice does not cause the maximum AWARD amount of \$561,286 to be exceeded.

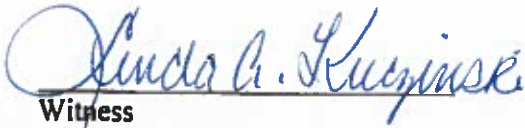
#### **IV. GENERAL**

- A. The AWARD for the PROJECT shall be used only for approved activities, as specified in exhibit A, the stated purpose of this MOU. The AWARD shall not be redirected by the PROJECT SPONSOR for any other purpose.
- B. Any excess AWARD not needed for the PROJECT shall revert to the SHA for redistribution to other programmed projects at the sole discretion of the SHA.
  - i. If the PROJECT is not advertised for construction within two years of the date of the project kick off meeting, funding may be withdrawn. In the event that funding is withdrawn: (i) All obligations of the SHA with regard to the PROJECT or any withdrawn portion of the PROJECT will cease; (ii) the SHA shall not be liable for any expense of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.
  - ii. If the project can not be completed as described in this MOU, then the AWARD will be withdrawn and the PROJECT SPONSOR shall return to the SHA all AWARD monies previously paid to the PROJECT SPONSOR immediately upon demand by the SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to PROJECT non-completion, as stated herein, then the SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies paid to the PROJECT SPONSOR.
  - iii. The PROJECT term shall begin on the date of the Concurrence in Award (CIA) letter sent from the SHA to the PROJECT SPONSOR, and shall end 1.5 years later. The CIA letter shall be included herein by reference.
  - iv. All project activities to include but not limited to include purchases of materials, construction, and invoices must be completed on or before the end of the PROJECT term set out in IV. B. iii, above.
  - v. In the event that all or any portion of the project activities and invoices are not received before the terms ends the award for all or part of the project may be withdrawn and the project will be closed out.
  - vi. Persons executing this MOU certify they are fully authorized and empowered to do so on behalf of their respective entities.
- C. The parties hereto agree to cooperate with each other to accomplish the terms and conditions of this MOU.
- D. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of the SHA, which may be withheld.
- E. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law and in Maryland courts.

- F. The PROJECT SPONSOR shall document and certify to the SHA that all PROJECT activities associated with the AWARD have been accomplished in accordance with Federal law (see section II. A).**
- G. All PROJECT documents and records are subject to audit and shall be retained by the SHA and PROJECT SPONSOR for a minimum of three (3) years after final acceptance of the PROJECT by the SHA.**
- H. All publications, exhibits, and final products that use these funds must utilize the Safe Routes to School and State Highway Administration logos for recognition purposes.**

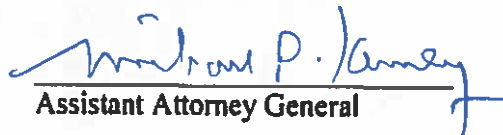
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized officers.

**MARYLAND STATE HIGHWAY  
ADMINISTRATION**

  
\_\_\_\_\_  
Witness

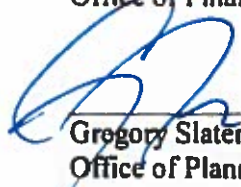
  
\_\_\_\_\_  
Douglas H. Simmons Date (SEAL)  
Deputy Administrator/Chief Engineer  
For Planning, Engineering, Real Estate and  
Environment

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

  
\_\_\_\_\_  
Assistant Attorney General

**RECOMMENDED FOR APPROVAL**

  
\_\_\_\_\_  
Lisa B. Conners, Director  
Office of Finance

  
\_\_\_\_\_  
Gregory Slater, Director  
Office of Planning and Preliminary Planning

**Town of Garrett Park**  
**Tax ID # 52-6012503**

Margaret Buckley  
Witness

Peter Benjamin 10/15/13 (SEAL)  
Peter Benjamin Date  
Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

Roy But  
Town Attorney

**RECOMMENDED FOR APPROVAL**

Gene Swearingen  
Gene Swearingen  
Town Administrator/Clerk-Treasurer  
4600 Waverly Avenue  
Garrett Park MD 20896-0084



**Exhibit A**

**Approved Construction Improvements and Activities**

The construction improvements are to complete the design, including professional and technical and other related services to assist in design and in meeting state and federal requirements and construction of the three below sidewalk segments at Garrett Park Elementary School (4810 Oxford Street, Garrett Park, MD 20896).

- To design and construct sidewalks and curbs on Oxford Street from intersection of Oxford and Montrose to the intersection of Oxford and Weymouth on the south side of the street; including 9 driveway crossings where necessary; 10 ADA ramps, one at the intersection of Oxford and Weymouth, three at the intersection of Oxford and Montrose, and two each at the intersections of Oxford with Clermont, Shelley Court, and Keswick; 4 crosswalks at the intersections of Oxford with Montrose, Clermont, Shelley Court, and Keswick; and 6 pedestrian signs (two signs each for crosswalks at Montrose and Keswick and one each at Clermont and Shelley Court).
- To design and construct sidewalks and curbs on Kenilworth Avenue from the intersection of Kenilworth and Waverly to the intersection of Kenilworth and Argyle on the west side of the street, including 10 driveway crossings where necessary; one ADA ramp and one crosswalk marking at the intersection of Kenilworth and Argyle; and two pedestrian signs at crosswalk listed above.
- To reconstruct sidewalks and curbs from the intersection of Montrose and Waverly, along the east side of Montrose to the intersection of Montrose and Clermont and then continuing along the west side of Clermont to the intersection of Clermont and Strathmore Avenues. To include ADA ramps and marked crosswalks at Montrose and Waverly and Montrose and Clermont intersections and two signs at each crosswalk.

**Overall Revised Budget**

<b>Budget Categories</b>	<b>Total</b>
Salaries & Benefits	\$ 0
Travel Training & Conference Fees	\$ 0
Contractual Services	\$ 561,286
Equipment	\$ 0
Other Direct Costs	\$ 0
<b>Total</b>	<b>\$ 561,286</b>